DIS-NISKOGRADNJA d.o.o.
broj 2-1/23
datum 20.01.2023 god
VALJEVO

Civil and Track Construction (Lot NS-II) Project of Hungarian-Serbian Railway for Section Novi Sad-Subotica-Border (Kelebia) (Km128+849.48 to Km144+327.41) Engineering Construction Subcontract - Supplementary Agreement

匈塞铁路土建及轨道工程二标诺维萨德-苏博蒂察-边境（克莱比奥）（Km128+849.48 至 Km144+327.41）段工程施工分包合同-补充协议

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Subcontractor: DIS NISKOGRADNJA DOO VALJEVO

This Supplementary Agreement (No.2022-ERGS-XSTL-ZY-001-02) is concluded in Subotica, on 1.21 2023, between:

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And

Subcontractor: DIS NISKOGRADNJA DOO VALJEVO, MB: 06599303, PIB: 101902692, JUSTINA POPOVIĆA 19, 14000 Valjevo, Represented by Saša Pavlović.

In view of:
鉴于:
山东省路桥集团有限公司与 DIS NISKOGRADNJA DOO VALJEVO 已于 2022 年 2 月 9 日签署了匈牙利-塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）段现代化与改扩建项目土建及轨道工程（NS-II 标）施工分包合同（合同编号：2022-ERGS-XSTL-ZY-001）（以下简称"主分包合同"）；
Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) Engineering Construction Subcontract (Contract No. 2022-ERGS-XSTL-ZY-002) was signed on February 9th ,2022 by SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd and DIS NISKOGRADNJA DOO VALJEVO (Hereinafter referred to as the "Main Subcontract");

Because the main contractor and cultural monument protection institute have signed an archeological agreement, the contractor provides personnel equipment with archeological equipment. Currently after the negotiation, all agreed that the subcontractor, instead of the contractor, should provide construction machinery and personnel within the construction scope of the contractor. According to the relevant laws of Serbia, in line with the principles of equality, voluntariness, fairness, and good faith, In order to complete this project with high quality, high efficiency and smoothly, both parties agree to sign this supplementary agreement for mutual compliance and implementation by both parties.

因总承包商与文物保护单位已签署考古协议，由承包商提供配合考古的人员设备，现经协商，分包商代替承包商提供所在施工范围内的施工机械和人员。根据塞尔维亚有关法律，本着平等、自愿、公平、诚实信用的原则，为高质量、高效、顺利完成本工程，经双方协商一致，同意签署本补充协议以供合同双方共同遵守执行。

1. Adjustment Scope of Supplementary Agreement

1. 补充协议调整范围

增加因考古工作所产生的人员、施工机械费用。

Increase the cost of personnel and construction machinery incurred due to archaeological work.

2. Price of Supplementary Agreement

2. 补充协议价格

The estimated total price of this Supplementary Agreement is $ 864,054.00 (excluding VAT) (in word: eight hundred sixty-four thousand fifty-four dollars) (see the Appendix 1 for details); VAT shall be calculated in accordance with the Serbian VAT Law.

The unit price is fixed which includes all costs for construction, procurement, and measures required by the subcontractor to complete the new additions, ie the contractor is not obliged to pay any additional costs.

本补充协议预估总价为 864,054.00 美元（不含增值税）（大写：捌拾陆万肆仟零伍拾肆 美元）（详见附件 1）；增值税应根据塞尔维亚增值税法计算。

分包单价是固定的，包含分包商为完成新增工程所需全部施工费用、采购费用及措施费，即承包商无义务支付任何额外费用。

3.Method of Quantity Measurement and Payment

3. 计量及支付方式

3.1 Measurement: The measurement basis of this Supplementary Agreement is the Table of Price in Attachment 1, and the measurement regulations are consistent with those of the main subcontract.

This will be duplicated with surface and topsoil removal in the archaeological scope due to subgrade surface and topsoil removal within the main contract scope of work. Therefore, the subgrade surface and topsoil clearing within the archaeological scope have been measured by daily labor, while the engineering quantity and amount in this part will be deducted from the main contract. The deduction amount will be calculated based on the proportion of the subcontract unit price in the corresponding list and the amount of work completed due to archaeology and should be recognized by both parties. The personnel and machinery provided by the subcontractor must be recorded in the construction diary according to the actual construction time, and the responsible engineer must be signed.

3.1 计量：本补充协议的计量依据为附件 1 价格表，计量规定与主分包合同的规定保持一致。

因在主合同施工范围内存在路基清表和表土清理工作，这会与考古范围内的清表和表土清理重复，因此，在考古范围内的路基清表和表土清理已按计日工计量，此段落内的工程量和金额将在主合同内扣除。扣除金额以主合同分包单价与考古完成工程量比例计算得出，并得到双方的认可。分包商提供的人员和机械，必须按照实际施工时间记录在施工日志，并经责任工程师签认。

3.2 Payment: At the end of each month, the subcontractor should provide the contractor with the labor-hour pricing documentation signed by the responsible engineer, and submit it to the contractor together with the price list of the main contract. The payment method and terms are consistent with the main contract.

3.2 付款：分包商每个月月末向承包商提供责任工程师签认的工时计价资料，并将与主合同的计价单一起提交给承包商。付款方式和条件与主合同一致。

4. Schedule Regulations of Supplementary Agreement

4.补充协议工期规定

The total construction period remains unchanged, and shall be implemented in accordance with the relevant provisions of the dynamic plan and the total construction period in the Main Subcontract.

总工期不变，按照动态计划及主分包合同中总工期的相关规定执行。

5.Others

5.其他

5.1 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.

5.1 本补充协议是用中文和英文书就。如有任何差异，以英文版本为准。

5.2 This Supplementary Agreement is an integral part of the Main Subcontract and has the same legal effect as the Main Subcontract.

5.2 本补充协议是主分包合同的组成部分，与主分包合同具有同等法律效力。

5.3 Except for the revised and supplemented clauses specified in this Supplementary Agreement, both parties to the contract shall follow the provisions of the original Main Subcontract for all other matters.

5.3 除本补充协议中明确所作修改和补充的条款之外，关于其余全部事宜，合同双方按照原主分包合同规定遵照执行。

5.4 All terms in this Supplementary Agreement, unless otherwise stated, have the same definitions as in the Main Subcontract.

5.4 本补充协议中的所有术语，除非另有说明，否则其定义与主分包合同中的定义相同。

5.5 This Supplementary Agreement is in 6 copies with the same legal effect, including 4 copies for the contractor and 2 copies for the subcontractor.

5.5 本补充协议一式 6 份，具有同等法律效力，其中承包商 4 份，分包商 2 份。

5.6 This Supplementary Agreement shall come into force after being signed and sealed by both parties.

5.6 本补充协议由合同双方签署并盖章后生效。

Attachment 1: Table of Price of Supplementary Agreement (Basis of measurement and settlement)

附件 1：补充协议价格表（计量结算依据）

Contractor： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Signature:

Name: Wang Yong

Date: 2023.1.21

Subcontractor ： DIS NISKOGRADNJA DOO VALJEVO

Signature:

Name: Saša Pavlović

Date ： 2023.1.21

Attachment 1: Table of Price of Supplementary Agreement (Basis of measurement and settlement)
附件 1：补充协议价格表（计量结算依据）

Archaeological project/Arheološki projekat/考古工程

Br. poz. NO. 序号	Opis radova 工作描述	Work description 工作描述	jedinica mere/unit 单位	količina radova /Quantity of work/数量	jedinična acena /unit price 单价（EUR）	jedinična acena /unit price 单价（USD）	UKUPNO/Total/ 合计 (USD)
1	Hiring a flat bucket excavator/Angažovanje bagera sa ravnom kašikom	租用一台平斗挖掘机	day/dan/天	200	1,000.00	1,080.00	216,000.00
2	Hiring workers for leveling, ironing and emptying observed objects/Angažovanje radnika na ravnjanju, glačanju i pražnjenju uočenih objekata	雇用工人平整、清表	hour/sat/小时	1800	10.00	10.80	19,440.00
3	Truck/Kamion	卡车	day/dan/天	600	700.00	756.00	453,600.00
4	Surveyor/Geometar	测量员	day/dan/天	30	200.00	216.00	6,480.00
5	Engineer/Inženjer	工程师	day/dan/天	60	200.00	216.00	12,960.00
6	Bulldozer/Buldozer	推土机	day/dan/天	120	1,000.00	1,080.00	129,600.00
7	Procurement and installation of a construction site container for the needs of the construction site/Nabavka i postavljanje gradilišnog kontejnera za potrebe gradilišta	为施工现场需要采购和安装施工现场集装箱	piece/kom/个	2	6,300.00	6,804.00	13,608.00
8	Construction toilet/Gradilišni toalet	移动厕所	peaces/per month /kom./ za mesec/个/每月	4	300.00	324.00	1,296.00
9	Construction trolley/Gradilišna kolica	施工手推车	piece/kom/个	10	50.00	54.00	540.00
10	Procurement, transport and installation of the canopy for the needs of the archaeological site/Procurement, transport and installation of the canopy for the needs of the archaeological site	为考古需要采购、运输和安装的雨棚	piece/kom/个	1	9,750.00	10,530.00	10,530.00
UKUPNO/Total/总价(USD)							**864,054.00**

备注：价格表中的工程数量为预估数量，结算时以实际发生并经双方确认的数量为准。
Remarks: The project quantity in the price list is an estimated quantity, and the quantity actually occurred and confirmed by both parties shall prevail at the time of settlement.

DIS Niskogradnja doo VALJEVO